

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		▶	RATING	PAGE 1	OF 14	PAGES
2. CONTRACT NUMBER N00161-18-H-0105		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/21/2018		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Naval Academy Business Services Division 103 Fullam Court Annapolis, MD 21402			CODE N00161	8. ADDRESS OFFER TO (If other than item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION												
9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL: ▶		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">A. NAME Martin Rios</td> <td colspan="2">B. TELEPHONE (NO COLLECT CALLS)</td> <td>C. E-MAIL ADDRESS mrios@usna.edu</td> </tr> <tr> <td>AREA CODE 410</td> <td>NUMBER 2933807</td> <td colspan="2">EXT.</td> <td></td> </tr> </table>	A. NAME Martin Rios		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS mrios@usna.edu	AREA CODE 410	NUMBER 2933807	EXT.		
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AREA CODE 410	NUMBER 2933807	EXT.										

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFER-OR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE NUMBER EXT.					
				18. OFFER DATE	

AWARD (To be completed by Government)				
19. ACCEPTED AS TO ITEMS Commission Based Contract		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION Non Appropriated Funds	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶		ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Martin Rios, NABSD Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 09/21/2018

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV., 9-97)
Prescribed by GSA - Far (48 CFR) 53.214 (c)

PART I - SECTION B- SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCOPE OF CONTRACT

Naval Academy Business Services Division (NABSD), Annapolis Maryland, hereinafter referred to as the Nonappropriated Fund Instrumentality (NAFI), hereby grants to [REDACTED] hereafter referred to as "Approved Business Partner " or "contractor", a nonexclusive, revocable contract, subject to the terms and conditions stated herein and the continuing good faith performance by the Approved Business Partner to provide [REDACTED] services and resulting work products at events on the USNA complex to include training facilities at Naval Support Activity, Annapolis.

B.2 APPROVED BUSINESS PARTNER COMMISSION

The Approved Business Partner will pay 20% commission to NABSD for any/all resultant sales.

B.3 COMPENSATION

CLIN 0001 will be used for Approved Business Partner Support to the Naval Academy Business Services Division. CLIN 1001 is separately priced (at time of exercise of option) for Option 1 (if exercised). CLIN 2001 is separately priced (at time of exercise of option) for Option 2 (if exercised). CLIN 3001 is separately priced (at time of exercise of option) for Option 3 (if exercised). CLIN 4001 is separately priced (at time of exercise of option) for Option 4 (if exercised).

CLIN	SERVICE	TOTAL AMOUNT
0001	Approved Business Partner Commissions (Base Year)	\$ TBD
1001	Approved Business Partner Commissions (Option Year 1)	\$ TBD
2001	Approved Business Partner Commissions (Option Year 2)	\$ TBD
3001	Approved Business Partner Commissions (Option Year 3)	\$ TBD
4001	Approved Business Partner Commissions (Option Year 4)	\$ TBD
Total Commissions Paid (by CLIN)		\$ TBD

B.4 CONSIDERATION

- a. Unless otherwise specifically provided herein, the [REDACTED] shall be staffed, operated and maintained in accordance with this agreement at the **Approved Business Partner's** sole expense.
- b. Commission. Approved Business Partner shall send the commissions on a quarterly basis. This will be applied to the total combined value of all commissions provided/performed under CLIN 0001 (CLINS 1001, 2001, 3001 and 4001 if exercised).

c. Taxes. The **Approved Business Partner** is responsible for payment of any and all applicable Federal, State and local taxes as required when providing Approved Business Partner services. The determination as to applicability of any such tax is borne solely by the Approved Business Partner.

PART I - SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

Task: [REDACTED]

In signing this contract, the **Approved Business Partner** hereby covenants and agrees as follows:

Name of Approved Business Partner

Name: [REDACTED]

Address: [REDACTED]

Representative: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

TERM OF APPROVED BUSINESS PARTNER CONTRACT

The term of this contract shall begin with FY 2019 (October 1st) operations, once signed by the Approved Business Partner and the Contracting Officer. The contract may be renewed four (4) times - for additional periods of one year with no break in service.

PRICING POLICY

Approved Business Partner shall provide NABSD with the standard pricing. These prices should be comparable to prices charged in other locations and no more than the **Approved Business Partner's** normal commercial prices.

REQUIREMENTS

Personnel. The Approved Business Partner is required to provide a sufficient number of qualified and trained personnel to provide services for services agreed to. The Approved Business Partner and its employees shall present a neat and clean appearance while performing this contract.

Equipment. The Approved Business Partner is required to provide sufficient equipment in performance of all services.

Liability, Indemnification and Insurance

a. The United States Naval Academy shall not be liable to the Contractor for any interruption or reduced business caused by:

- (1) A sovereign act by the United States Naval Academy;
- (2) An Act of God or Nature, such as hurricanes, floods, or other natural disasters; or
- (3) The intentional or negligent acts of officials or employees of and under the control of Contractor.
- (4) Mission movements, disruption of electrical power or access routes, Naval Academy personnel reductions or any other cause, whether or not beyond USNA's control, fault or negligence, and without limitation.

b. The Contractor shall indemnify and hold harmless the United States Naval Academy and its officers, employees and agents against liability (including liability for infringement upon any United States or foreign patent) and against any and all claims for loss, death, injury or property damage (including costs and expenses incidental thereto), arising out of or in connection with (i) the furnishing by the Contractor of any products, services or equipment permitted in the performance of the concession; (ii) any of the activities or actions of the Contractor's officers, employees, representatives, agents, subcontractors, etc.; or (iii) any of the Contractor's activities or actions.

PART I - SECTION F – DELIVERIES OR PERFORMANCE

DELIVERIES AND PERIOD OF PERFORMANCE. The initial period of performance for this contract is from 01 October 2018 through 30 September 2019. After the base period of performance, four (4) option periods may be exercised, each for a period of twelve (12) months as follows:

<u>Contract Year</u>	<u>Period of Performance</u>
CLIN 0001	01 October 2018 through 30 September 2019
CLIN 1001	01 October 2019 through 30 September 2020
CLIN 2001	01 October 2020 through 30 September 2021
CLIN 3001	01 October 2021 through 30 September 2022
CLIN 4001	01 October 2022 through 30 September 2023

notice of intent not to renew must be provided by either party thirty (30) days prior to the termination of the contract, and where such notice is tendered, the contractor shall provide interim or transitional service at the same level as called for by this contract for a period not to exceed thirty (30) days after termination.

OPTIONS. The government shall notify the contractor 30 days prior to the effective option(s) date of its desire to exercise the option(s). The government is under no obligation to exercise the option(s). The contractor shall not proceed with the performance of work under the option(s) until/unless it receives formal notification in writing from the Contracting Officer. Any and all options shall be authorized in writing by issuance of a contract modification by the Contracting Officer. Nothing herein shall obligate the government to exercise the option(s).

LOCATION OF APPROVED BUSINESS PARTNER SERVICE

This Approved Business Partner contract with [REDACTED] is solely for the purpose of providing identified services pursuant to its terms. This Approved Business Partner contract may not be subcontracted, assigned, sold or transferred without prior written consent of the Contracting Officer.

PART I - SECTION G – CONTRACT ADMINISTRATION DATA

GOVERNMENT REPRESENTATIVE: The authorized Government Representative for all issues and actions pertaining to this contract for the NABSD is:

TBD
United States Naval Academy
Naval Academy Business Services Division
2 Truxtun Road
Annapolis, Maryland 21402-5081
410.293.xxxx
xxxx@usna.edu

Sales report(s) and commission check(s) shall be submitted on a quarterly basis to the Government Representative.

CONTRACTING OFFICER. The Contracting Officer representing NASBD in the obligation of this contract is:

Martin Rios

Naval Academy Business Services Division
103 Fullam Court
Annapolis, Maryland 21402-5081
mrrios@usna.edu

The contractor shall provide effective management controls and techniques, exercising efficient management practices, establish internal control procedures, assure compliance with the provisions of this contract. The Government Representative is the principal point of contact and representative for the Contracting Officer in handling contract and financial matters pertaining to the contract. Failure of the contractor to establish a good partnership with the Government Representative and to establish and maintain such management controls necessary to properly execute the terms of this agreement shall be considered a material default and grounds for termination of this contract.

The Approved Business Partner will provide an Account Liaison, with decision-making authority, as a single point of contact for any inquiries from NABSD. The Approved Business Partner will not contact or contract with any other USNA affiliated departments, unless otherwise agreed upon or in concert with NABSD.

PART I - SECTION H – SPECIAL CONTRACT REQUIREMENTS

RELATIONSHIP OF THE PARTIES. NABSD and the Contractor are independent parties as to all services performed pursuant to this contract and neither shall, under any circumstances, be construed to be the other party's agent, and neither party is authorized, expressly or implicitly, to commit the other party to any obligation to third parties except as expressly agreed pursuant to the contract.

STATUS OF APPROVED BUSINESS PARTNER AGREEMENT. By virtue of this agreement, the Approved Business Partner shall be permitted to enter upon the property of the United States Naval Academy solely for the purpose of exercising the right and privileges hereby granted, and shall not be deemed to have become an agency, independent establishment, or governmental corporation under the authority of USNA nor shall its employees be deemed to have become agents, employees, or officials of USNA.

EMPLOYMENT OF NON-U.S. CITIZENS. The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

By its performance of this contract, the contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the contractor and works under this contract. The contractor certifies further that it will

ensure that current and proposed subcontractors employing four or more individuals are in compliance with IRCA prior to the award of any subcontract for work under this contract.

Questions regarding compliance under the Act may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

ENTIRE CONTRACT. This contract, with attachments, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and communications regarding these matters. This contract may be modified only by written instrument signed by the Contracting Officer and the authorized representative of the contractor.

SEVERABILITY. If any provision of this contract shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, and this contract shall be construed as if such provision had never been inserted.

CONFIDENTIALITY AND NON-DISCLOSURE TO OUTSIDE PARTIES. The contractor, without written consent from the Contracting Officer, shall not disclose for any purpose information, material, or data belonging to the government and/or details of the work to be performed under this contract.

RIGHT OF INSPECTION AND AUDIT. At any time during the period of the Contract, the NABSD shall have the right to inspect and audit the accounts and methods of internal control established by the Contractor, and to make such other inspections or audits as it may deem necessary to insure compliance with all provisions of this Contract. This right of inspection and audit shall extend for a period not to exceed three (3) years from the completion of this Contract.

CHANGES IN CONTRACT TERMS OR CONDITIONS. Changes in the terms or conditions of this Contract or any renewals thereof, including changes in costs/fees to the NABSD for products and/or services, are not authorized without prior written approval of the Contracting Officer.

APPROVAL OF CONTRACT. This Contract shall be subject to the written approval of the Director, Naval Academy Business Services Division, U.S. Naval Academy, Annapolis, Maryland, or his duly authorized representative, and shall not be binding until so approved.

NONWAIVER OF DEFAULTS. Any failure by the NABSD to enforce or require strict performance of any terms or conditions of this contract will not constitute a waiver, and will not affect or impair such terms and conditions in any way or affect the right of the NABSD at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

OPTIONS. The Contracting Officer shall advise the Contractor in writing at least 30 calendar days before the date stipulated in Section F of the contract for exercising options is reached of the NABSD's desire to exercise said option(s). No options shall be considered authorized unless directed in writing by

the Contracting Officer. The Contracting Officer shall modify the contract to reflect the authorization and acceptance of any and all options and the contract period of performance shall be properly extended to reflect the delivery date of the authorized options.

NOTICE TO CONTRACTOR OF DRUG DETECTION PROCEDURES. Pursuant to Navy policy applicable to government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into the government work area.

In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- Routine inspection of Approved Business Partner occupied work spaces
- Random inspection of vehicles on entry/exit from the installation
- Random inspection of personal possessions on entry or exit from the installation

When there is probable cause to believe that a contractor employee or designated agent on board the installation has been engaged in the use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction. The installation authorities may also physically debar said employee from further entry on board that installation. Individuals who are physically debarred from entering the installation and do so in violation of the debarment order will be subject to prosecution for trespass under 18 U.S.C. 1382.

Trafficking in illegal drugs and drug paraphernalia by contractor employees while on a military installation may lead to physical debarment, possible withdrawal, or downgrading of security clearance, and referral for prosecution by appropriate law enforcement authorities.

The contractor is responsible for the conduct of employees performing work under this contract and is, therefore responsible to assure that employees are notified of these provisions prior to assignment under this contract.

The removal of contractor personnel from the installation as a result of drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for a equitable adjustment to price, delivery, or other provisions of the contract.

RELIABILITY OF SUPPLIERS. The contractor shall exercise due care, including reasonable investigation, in the selection of competent, reliable, and financially solvent third party suppliers to provide services under this contract. The contractor shall make every reasonable effort to advise the Contracting Officer of any impending bankruptcies, financial instability and/or competence of such suppliers to render effective, reliable services.

INSURANCE. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the Contracting Officer, or Government Representative, the minimum insurance coverage set forth below and contain severability of interest provisions. Additionally, the Contractor shall comply with the insurance provisions contained herein and said insurance is maintained as specified. Certificates of Insurance shall evidence that the below listed insurance is in effect, and that not less than ten (10) days prior written notice will be given to the Contracting Officer in the event of modification, cancellation, or non-renewal of any such insurance coverage. All Certificates of Insurance shall include as a reference, the Agreement number. Insurance policies written on a “claims made form” will not be acceptable.

COMMERCIAL / COMPREHENSIVE GENERAL LIABILITY

The Contractor shall include, at a minimum, the following coverage:

- ☒ Premises - Operations
- ☒ Products - Completed Operations
 - ☒ Independent Contractors
- ☒ Broad Form Property Damage / Fire Legal Liability

The minimum Limit of Liability shall be:

Bodily Injury per person (BI)	\$1,000,000
Property Damage per occurrence (PD)	\$ 500,000
or	
Combined Single Limit (CSL)	\$2,000,000
Products Liability per person, no aggregate	\$1,000,000
If Policy has Aggregate Provisions -	
Minimum Aggregate Limit per year	\$2,000,000

AUTOMOBILE INSURANCE

Automobile Insurance maintained by the Contractor shall include, at a minimum, the following coverage:

- ☒ **Owned, Non-Owned and Hired Automobile**
- ☒ **Additional Insured Provisions**

The minimum Limit of Liability shall be:

Bodily Injury per person/occurrence (BI)	\$1,000,000
Property Damage per occurrence (PD)	\$ 500,000
or	
Combined Single Limit per occurrence	\$2,000,000
If Policy has Aggregate Provisions -	
Minimum Policy Aggregate Limit	\$2,000,000

ADDITIONAL INSURED PROVISIONS. The Contractor shall name the following as "Additional Insureds" as stipulated within the Agreement: "The United States Naval Academy, Officials representing the United States Naval Academy, or any other U.S. Government entity or related instrumentality."

WORKERS COMPENSATION AND EMPLOYERS LIABILITY. The Contractor shall comply with all federal and state statutory regulations for insured or self-insured programs providing worker's compensation coverage to its employees. The Contractor shall waive all subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000. The Contractor shall provide annually a valid Certificate of Insurance.

LOCAL INSURANCE REQUIREMENTS. The Contractor agrees to furnish necessary insurance as stipulated above and unemployment compensation as provided by local laws. If the above insurance Limits of Liability is less than the local requirements or limits, then the Contractor shall provide the necessary limits meeting the local requirements.

EQUAL EMPLOYMENT OPPORTUNITY. Neither the Approved Business Partner nor any of its employees or officers shall discriminate on the basis of sex, race, age, national origin, color, handicap, or on any other basis prohibited by law in providing service or products to patrons authorized to procure services or products from Business Partner under this Approved Business Partner Contract.

The Approved Business Partner shall comply with all Federal, State and local laws governing the employment of its employees.

HOLD-OVER OBLIGATIONS. Any obligations of the parties, arising from services rendered or obligations incurred prior to the expiration or termination of the contract will survive the expiration or termination of this contract and be performed by the respective parties.

ACCESS FOR CONTRACTORS. NABSD will make every effort to ensure the contractor has access to the premises of the U.S. Naval Academy. NABSD will assist the contractor in obtaining access for its personnel and vehicles. While NABSD will do its best to provide access to the U.S. Naval Academy, NABSD will not provide the contractor with reserved parking. Access to the U.S. Naval Academy requires the contractor to complete and submit the following document (as listed in Section J):

ID Card/Base Access Pass Registration (C-Form)

NOTE: Access to USNA must be granted prior to entrance. The Approved Business Partner must be properly vetted for access per local operational procedure or by application via DBIDS-Defense Biometrics Identification System. It is the Approved Business Partner's responsibility to ensure that access is maintained prior to expiration. In addition, Approved Business Partner must wear credentialing badge while completing services on this contract. Approved Business partners/contractors shall not escort any individuals without access privileges onto the USNA complex for the purpose of conducting business activities. Credentials used for general visitation shall not be used by business

partners/contractors for the purpose of conducting business activities on the USNA complex. These include, but are not limited to, Active/Reserve/ Dependent Military Identification cards, Sponsor Program cards, Midshipman Parent Passes, Parent Club membership cards, Museum Docent cards, driver's licenses, passports.

Marketing / Logos. Nothing contained herein allows the Approved Business Partner to use the name of USNA/NABSB or any of its logos, trademarks or images, except with prior written consent of NABSD, which consent may be withheld at the sole discretion of NABSD. The Approved Business Partner may state that they are an "Approved Business Partner of NABSD".

The Approved Business Partner shall be solely responsible for any and all marketing production and collateral cost associated with this Agreement.

The Approved Business Partner warrants to NABSD that the Services will be performed in accord with the highest appropriate professional and/or industry standards and that they will conform to the requirements of this Contract. NABSD relies upon contractor's expertise to perform the Services in a manner fit to accomplish those particular purposes stated herein and all other foreseeable purposes.

COMPLIANCE WITH NABSD 'S OPERATING GUIDANCE. Approved Business Partners shall review and support NABSD's Operating Guidance as outlined below

1. Expectations - "Be Excellent"
2. Respect - Always be polite and helpful to others
3. Conduct - Don't put yourself, NABSD, USNA or the Navy in a negative light. Complying with the Department of Defense ethical standards at all times
4. Appearance - Look and act the part of a professional. You are an approved business partner of NABSD---Be sure to wear the required credentials and maintain a professional appearance at all times.
5. Set the example - Avoid controversial discussions with clients. Maintain a positive attitude and always speak well of others.
6. Be on time and ready - Help continue to build NABSD's reputation of being an organization that solves problems and delivers excellence.
7. The Approved Business Partner must comply with all Federal, State and local laws and all applicable Department of Defense, United States Navy and USNA directives and instructions.

Everyone associated with NABSD understands we are fully committed to supporting the Brigade of Midshipmen

PART II - SECTION I – CONTRACT CLAUSES

See Attachment 1 – Terms and Conditions

PART III - SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 - Terms and Conditions

PART IV - SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR’S

CONTINGENT FEE (Applicable to contracts over \$25,000)

Offeror _____ has _____ has not employed any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) _____ has _____ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), as requested by the contracting officer. (Interpretation of the representation, including the term “bona fide employee,” see subpart 3.4 of the Federal Acquisition Regulation.)

TYPE OF BUSINESS ORGANIZATION

Offeror operates as _____ an individual _____ a partnership _____ a nonprofit organization _____ a corporation, incorporated under the laws of the State of _____.

EQUAL OPPORTUNITY (EO) (Applicable to contracts exceeding \$10,000.00 not exempt from EO)

(a) Offeror _____ has _____ has not participated in a previous contract or subcontract subject either to the EO clause herein or the clause originally contained in section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; offeror _____ has _____ has not filed all required compliance reports; and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(b) Offeror represents that (1) it _____ has developed and has on file _____ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) _____ it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Applicable to contracts over \$25,000.00)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on this offer certifies that the signatory:

(1) Is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that the signatory has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (i) Is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to contracts and subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the EO clause)

(a) By submission of this offer, offeror/subcontractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Offeror/subcontractor agrees that a breach of this certification is a violation of the EO clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will (1) obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the EO clause; (2) retain such certifications in its files; and (3) forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

(b) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the EO clause.

(c) The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.